

## Agreement on Guest Performance

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Concluded pursuant to § 51 Act No 40/1964 Coll. of the Civil Code in its valid wording  
(hereinafter referred to as "agreement") between:

**Contractor:** **Slovenské národné divadlo (Slovak National Theatre)**  
Registered address: Pribinova 17, 819 01 Bratislava, Slovak Republic  
Represented by: Bc. Daniel Rabina, director, SND Marketing Centre

Legal form: state subsidiary organisation  
Company number (IČO): 00 164 763  
VAT Number (DIČ/IČ DPH): 2020829954/SK 2020829954  
Banking details:

(hereinafter referred to as "**the SND**")

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**Guest performer:** **Brandon Bays**  
Permanent address:  
Date of birth:  
Passport number:  
Banking details:  
IBAN:  
SWIFT:

(hereinafter referred to as "**guest performer**")

### 1 Subject-matter of Agreement

- 1.1 This agreement regulates the terms of guest appearance in the production organized by the Marketing Centre of the Slovak National Theatre and stipulates mutual rights and obligations of contracting parties related hereto as well as other matters resulting hereunder.
- 1.2 Guest performer shall appear in the production as follows:  
Title of production: **Trochu inak**  
Date of performance: **23 September 2013**
- 1.3 SND shall pay guest performer for his appearance in the production a fee agreed herein.

### 2 Guest performance

- 2.1 Rehearsals shall take place in accordance with the organisational requirements of the Marketing Centre of the Slovak National Theatre.

### 3 Fee

- 3.1 SND shall pay guest performer a fee of **30 EUR, – gross (thirty euros)** for his appearance in the production as stated in Article 1.2 hereof (including necessary number of rehearsals).
- 3.2 The fee pursuant to Article 3.1 is payable to the account of guest performer stated in the heading hereof in the month following after guest appearance.

- 3.3 Guest performer acknowledges that the Slovak National Theatre shall tax the fee pursuant to Article 3.1 hereof in accordance with relevant legal regulations and international agreements binding for the Slovak Republic.

#### **4 Recording of the Performance**

- 4.1 Guest performer grants unconditional approval to the Slovak National Theatre for the use of his likeness, photographs, visual and audio recordings pertaining to natural person or expressions of personal nature in relation to the said production in which the guest performer shall appear, in accordance with the provisions of § 11 and following of Act No 40/1964 Coll. of the Civil Code in its valid wording, in particular for the purpose of:
- a) creation of original of a video recording and an audio recording of the production,
  - b) inclusion of the recording of the production or its part into another audio- or audio-visual recording
  - c) dissemination of the recording of the production to the public on the internet
  - d) dissemination of the audio or audiovisual recording of the performance to the public by means of television broadcast or any other dissemination of the television broadcast of the said performance.

#### **5 Obligations of Contracting Parties**

- 5.1 The SND shall:
- a) provide necessary concurrence to guest performer as required for his appearance in the production,
  - b) secure suitable organisational and technical conditions for the appearance of guest performer in the production.
- 5.2 Guest performer shall:
- a) arrive at rehearsals no later than 15 minutes prior to its scheduled begin,
  - b) arrive in the theatre no later than 60 minutes prior to scheduled performance,
  - c) respect organisational instructions and fulfil all other requirements of the Marketing Centre of the Slovak National Theatre,
  - d) not consume any alcoholic drinks, controlled or psychotropic substances prior to and during rehearsals as well as prior to and during performance,
  - e) notify the SND no later than 10.00 am on the date of performance of his inability to fulfil his contractual obligation to appear in the performance due to illness; illness must be attested by a physician.
- 5.3 Guest performer grants to the SND his approval for the use of his name and surname as well as for the use of his likeness, photographs and visual and audio recordings pertaining to guest performer for the purposes of presentation and promotion of the production as stated in Article 1.2 hereof and / or activities of the SND in any common ways of presentation or promotion (publishing in electronic and print media, promotional materials, in teletext, on the internet).

#### **6 Termination of Contractual Relationship and Sanctions**

- 6.1 This agreement may be terminated by mutual agreement of contracting parties, by a unilateral termination or by withdrawing from the agreement.

- 6.2 The SND is entitled to unilaterally terminate this agreement, should guest performer breach the agreement in a material way. The termination becomes effective on the day of the delivery of its notice to guest performer. Material breach of agreement by guest performer is in particular:
- a) his unexcused late arrival to rehearsal or performance,
  - b) his unexcused failure to appear for the rehearsal or performance,
  - c) consumption of alcoholic drinks, controlled or psychotropic substances prior to or during rehearsal, as well as prior to and during performance; guest performer is obliged to undergo a test for alcohol, controlled or psychotropic substances; refusal to submit to such testing is considered to be a material breach hereof.
- 6.4 The SND is entitled to demand from guest performance payment of contractual fine:
- a) in the amount of 50 % of the fee for the said performance pursuant to Article 3.1 hereof for an unexcused late arrival to rehearsal or performance,
  - b) in the amount of production costs and lost profit of the SND for an unexcused non-appearance for the above mentioned performance that will be cancelled due to unexcused non-appearance of guest performer,
  - c) in the amount of 100 % of the fee for the said performance pursuant to Article 3.1 hereof for unexcused non-appearance in the performance,
  - d) In the amount of 100 % of the fee for the said performance pursuant to Article 3.1 hereof for a consumption of alcoholic drinks, controlled or psychotropic substances prior to and during rehearsal or prior to or during performance as well as for the refusal to undergo testing for alcohol, controlled or psychotropic substances; should the SND take the decision that guest performer may not appear in the production, it is considered to be an unexcused non-appearance in the production..
- 6.5 Guest performer is entitled to demand from the SND payment of contractual fine:
- a) In the amount of 100 % of the fee for performance pursuant to Article 3.1 hereof for the cancellation of production on the day of scheduled performance,
  - b) In the amount of 50 % of the fee for performance pursuant to Article 3.1 hereof for the cancellation of production less than three days prior to scheduled performance.
- 6.6 Contracting parties have agreed that the SND is entitled to demand from guest performer the lost profit above the amount of contractual fine which was caused by the breach of obligation to which the contractual fine pertains to.
- 6.7 The SND shall excuse the non-appearance of guest performer at a rehearsal or the performance only in the event of a serious illness or accident of guest performer, as attested by physician or another relevant certificate.
- 6.8 Termination hereof in no way affects the validity of approval granted to the SND pursuant to Article 4 hereof, unless contracting parties agree otherwise.

## **7 Final Provisions**

- 7.1 Matters not governed by this agreement are governed by pertinent provisions of the Commercial Code or other legally binding regulations valid in the Slovak Republic.
- 7.2 If the event of a change of valid legal regulations, relevant provisions hereof shall be put in accordance and the remaining provisions shall remain valid. Invalidity of a provision does not result in invalidity of the entire agreement.
- 7.3 Any modifications or amendments hereto may only be made in writing and in agreement of both Contracting Parties in form of signed numbered amendments hereto.

- 7.4 Unless stipulated otherwise, none of the contracting parties has the right to cede its right, including liabilities or obligations resulting hereunder, to a third party without written approval of the second contracting party.
- 7.5 The contracting parties shall solve any disputes arising hereunder preferably by mutual agreement.
- 7.6 The contracting parties declare that the Agreement is a clear and understandable expression of their free will to be bound by it, that it has not been concluded under pressure or under obviously disadvantageous conditions or in error. The contracting parties declare that they are fully capable of legal acts, that they have duly read the Agreement before signing it, understood it in its entirety and as a sign of their approval attach their signature hereto.
- 7.7 This agreement is confidential and contracting parties shall keep secret its contents as well as any facts pertaining hereto.
- 7.8 This Agreement is made out in five (5) counterparts; one for guest performer and four for the SND.
- 7.9 This agreement becomes valid on the day of its signing by both contracting parties and effective on the day of its disclosure pursuant to a special regulation.

In Bratislava, on .....

In Bratislava, on .....

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On behalf of the SND

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guest performer